

Recording Requested By And
When Recorded Mail To:

King County
Right-of-Way & Permits Unit
Wastewater Treatment Division
Department of Natural Resources and Parks
201 South Jackson Street, Suite 503
Seattle, Washington 98104-3855



20020920000078

KING COUNTY EAS 0.00
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09/20/2002 08:39
KING COUNTY, WA

Recording Cover Sheet

Document Title **UTILITY EASEMENT**

Grantor **City of Seattle, a municipal corporation.**

Grantee (Buyer) **King County, a political subdivision of the State of Washington**

Legal Description (abbreviated) A permanent easement for sewer, being 20 00 feet wide, contiguous with and a continuation northerly of the permanent sewer easement granted to King County under City of Seattle Ordinance 120204 and Recording No 20010607000440, Records of King County, under the surface of those portions of the proposed vacation of 8th Avenue North, lying Northerly of that portion previously vacated as described in King County vacation ordinance 89653, and Lot 2, Block 2, Eden Addition, City of Seattle, as Recorded in Volume 1 of Plats, Page 61, Records of King County, State of Washington, described as Follows Additional legal on Exhibit A attached

Assessor's Tax Parcel ID# 224900-0055

Project Denny Way / South Lake Union CSO Project

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After recording return document to:

KING COUNTY

201 South Jackson Street, Suite 600
Seattle, Washington 98104-3855

UTILITY EASEMENT

The undersigned Grantor, The City of Seattle, a municipal corporation, acting through its Seattle Transportation Department, its successors and assigns (hereinafter referred to as "Grantor"), in order to extend an existing Permanent Sewer Easement as granted by City of Seattle Ordinance 120204, recorded under King County Recording Number 20010607000440 into an area of right-of-way being vacated directly to the north of said easement, hereby conveys and grants to KING COUNTY, a political subdivision of the State of Washington, its successors and assigns (hereinafter together referred to as "COUNTY"), a permanent easement, over, across, along, in, upon, and under the following described property:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY
REFERENCE

Said easement shall be for same purposes granted in the easement referred to in City of Seattle Ordinance 120204, recorded under King County Recording Number 20010607000440.

The Grantor and the COUNTY, by accepting and recording this easement, hereby mutually covenant and agree as follows:

1. Upon completion of any construction of any of the facilities described herein, the COUNTY shall remove all debris and restore the surface of the above-described permanent easement area as nearly as possible to the condition in which it existed at the date of this agreement.

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2. If the above-described permanent easement area is disturbed by the maintenance, removal, repair or replacement of any of the facilities specified herein, COUNTY shall restore the surface of the such property as nearly as possible to the condition in which it existed at the commencement of said maintenance, removal, repair or replacement. The COUNTY's restoration obligation hereunder shall include and is not limited to the replanting or replacement in kind and size of any landscaping element (e.g., any shrub, tree or lawn area) that is located within the above-described permanent easement area and has been disturbed by any work undertaken by or for the COUNTY; and the COUNTY's ensuring that for a period of not less than one (1) year after such restoration has been completed (the "landscaping maintenance guarantee period"), all landscaping elements that have been replanted or replaced as part of that restoration effort continue to thrive; Provided, that if any such landscaping element has become diseased or has died during the landscaping maintenance guarantee period, the COUNTY shall replace such landscaping element in kind and size subject to an identical landscaping maintenance guarantee period.
3. Except for negligence on the part of Grantor, its successors and assigns, COUNTY shall protect and save harmless Grantor and its successors and assigns from any and all claims, demands, loss, damage, expense and liability of every kind and description including personal injury and for any damage to or loss or destruction of property whatsoever suffered by Grantor or any such successors and assigns, or by any person, firm or corporation, because of the construction and/or maintenance of any of said facilities.
4. All right, title, and interest that may be used and enjoyed without interfering with the easement rights herein conveyed are reserved to the Grantor and its successors and assigns with respect to the above-described permanent easement area.
5. Except as otherwise provided herein, from and after the date of this agreement, the construction, installation or maintenance by or for the Grantor or any of its successors or assigns with respect to the above-described permanent easement area of any structure, whether temporary or permanent, on such property shall require prior review and approval by the County to permit the COUNTY to determine that such structure is designed in a manner as to not unreasonably interfere with the County's facilities within the above-described permanent easement area. Such structures shall be deemed an unreasonable interference with the COUNTY'S easement rights and absolutely prohibited within the above-described permanent easement area unless specifically approved, in writing, by the COUNTY, which approval shall not be unreasonably withheld. Moreover, as to such non-approved structures the provisions of Paragraph 1, 2, and 3 shall not apply. Notwithstanding any provision to the contrary herein, after the COUNTY has given approval for the design of any structure proposed to be installed within the above-described permanent easement area by or for the GRANTOR or any of its successors or assigns with respect to such property, the COUNTY shall have no right to subsequently disapprove such design for any purpose or reason. Notwithstanding anything to the contrary herein, nothing herein

6 Nothing herein authorizes the COUNTY or any of its successors or assigns or any contractor thereof or any subcontractor of any such contractor to use any other property owned by Grantor or any of its successors or assigns that is adjacent to the above-described permanent easement area, for any purpose whatsoever including but not limited to temporary staging for construction or maintenance work, debris storage, access to the above-described permanent easement area.

THE CITY OF SEATTLE

KING COUNTY

By: Pam Bissonnette
 Its Director
 Department of Natural Resources

STATE OF WASHINGTON }
COUNTY OF KING } SS

Dated August 28, 2023
Kenna Raddecker
 Signature of Notary Public.

BENITA STADECKER
Printed/typed name of Notary Public

Title NOTARY

My appointment expires March, 2003

(seal or stamp)

STATE OF WASHINGTON }
 } ss
COUNTY OF KING }

I certify that I know or have satisfactory evidence that ANNE FLORE ZWISLOCK signed this instrument, on oath stated that (he/she/they) (was/were) authorized to execute the instrument and acknowledged it as the Deputy Director of Seattle Dept. of Parks to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

(seal or stamp)

Dated Aug. 27, 2002

Benedita Stradecker

Signature of Notary Public

BENITA STRADECKER

Printed/typed name of Notary Public

Title NOTARY

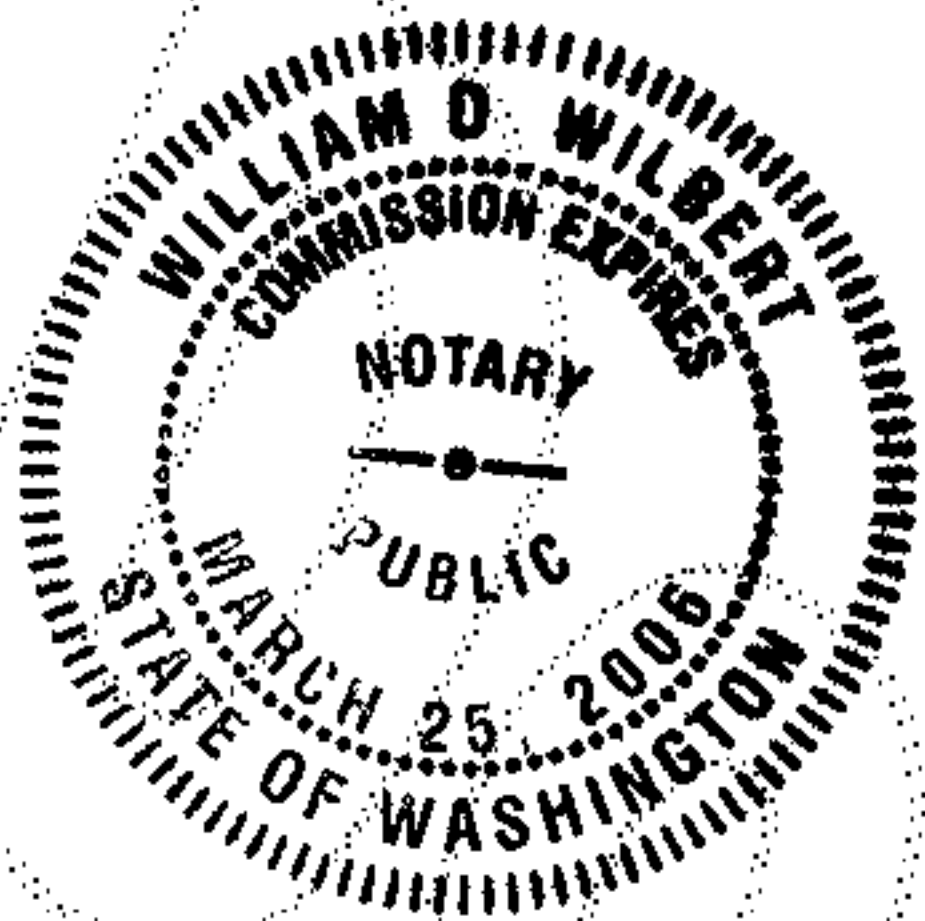
My appointment expires March, 2003

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STATE OF WASHINGTON)
COUNTY OF KING) SS.

I certify that I know or have satisfactory evidence that Christie Truse is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledged it as the Manager, Major Capital Improvement Program, Department of Natural Resources of King County to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 9-18-07



William D. Wilbert
Notary Public in and for the
State of Washington

William D. Wilbert
Printed Name

Residing at: North Beach

My appointment
expires: March 25 2006

Exhibit A

PERMANENT SEWER EASEMENT

A PERMANENT EASEMENT FOR SEWER, BEING 20.00 FEET WIDE, CONTIGUOUS WITH AND A CONTINUATION NORTHERLY OF THE PERMANENT SEWER EASEMENT GRANTED TO KING COUNTY UNDER CITY OF SEATTLE ORDINANCE 120204 AND RECORDING NO. 20010607000440, RECORDS OF KING COUNTY, UNDER THE SURFACE OF THOSE PORTIONS OF THE PROPOSED VACATION OF 8TH AVENUE NORTH, LYING NORTHERLY OF THAT PORTION PREVIOUSLY VACATED AS DESCRIBED IN KING COUNTY VACATION ORDINANCE 89653, AND LOT 2, BLOCK 2, EDEN ADDITION, CITY OF SEATTLE, AS RECORDED IN VOLUME 1 OF PLATS, PAGE 61, RECORDS OF KING COUNTY, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EXISTING MONUMENT FOR THE INTERSECTION OF ROY STREET AND VACATED 8TH AVENUE NORTH, THENCE SOUTH $01^{\circ}29'39''$ WEST, ALONG THE CENTERLINE OF VACATED 8TH AVENUE NORTH, A DISTANCE OF 310.46 FEET TO THE EXISTING MONUMENT FOR THE INTERSECTION OF MERCER STREET AND SAID VACATED 8TH AVENUE NORTH;

THENCE NORTH $01^{\circ}29'39''$ EAST, ALONG SAID CENTERLINE OF 8TH AVENUE NORTH, A DISTANCE OF 37.37 FEET TO THE NORTHERLY MARGIN OF SAID MERCER STREET AND THE SOUTHERLY MARGIN OF SAID VACATED 8TH AVENUE NORTH;

THENCE NORTH $88^{\circ}32'24''$ WEST, ALONG SAID MARGIN OF MERCER STREET AND VACATED 8TH AVENUE NORTH, A DISTANCE OF 33.00 FEET, TO THE SOUTHEAST CORNER OF SAID LOT 1, EDEN ADDITION;

THENCE CONTINUING NORTH $88^{\circ}34'24''$ WEST, ALONG SAID NORTHERLY MARGIN OF MERCER STREET AND THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 1.52 FEET;

THENCE NORTH $02^{\circ}30'42''$ WEST, A DISTANCE OF 60.14 FEET, TO A POINT ON THE NORTH LINE OF SAID LOT 1 AND THE SOUTH LINE OF SAID LOT 2;

THENCE CONTINUING, NORTH $02^{\circ}30'42''$ WEST, A DISTANCE OF 20.68 FEET, TO THE SOUTHEASTERLY MARGIN OF BROAD STREET, ACCORDING TO CITY OF SEATTLE CONDEMNATION ORDINANCE 84452 AND THE POINT OF BEGINNING;

THENCE CONTINUING, NORTH $02^{\circ}30'42''$ WEST, A DISTANCE OF 29.87 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1,338.00 FEET, AND HAVING A RADIAL BEARING OF NORTH $20^{\circ}25'04''$ WEST TO SAID BEGINNING OF CURVE;

THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $0^{\circ}22'23''$, AN ARC DISTANCE OF 8.71 FEET TO THE BEGINNING OF ANOTHER NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 956.22 FEET, AND HAVING A RADIAL BEARING OF NORTH $20^{\circ}08'59''$ WEST TO SAID BEGINNING OF CURVE;

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THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $0^{\circ}44'04''$, AN ARC DISTANCE OF 12.26 FEET;

THENCE SOUTH $02^{\circ}30'42''$ EAST, A DISTANCE OF 24.45 FEET TO SAID SOUTHEASTERLY MARGIN OF BROAD STREET;

THENCE ALONG SAID MARGIN, SOUTH $55^{\circ}28'39''$ WEST, A DISTANCE OF 14.81 FEET;

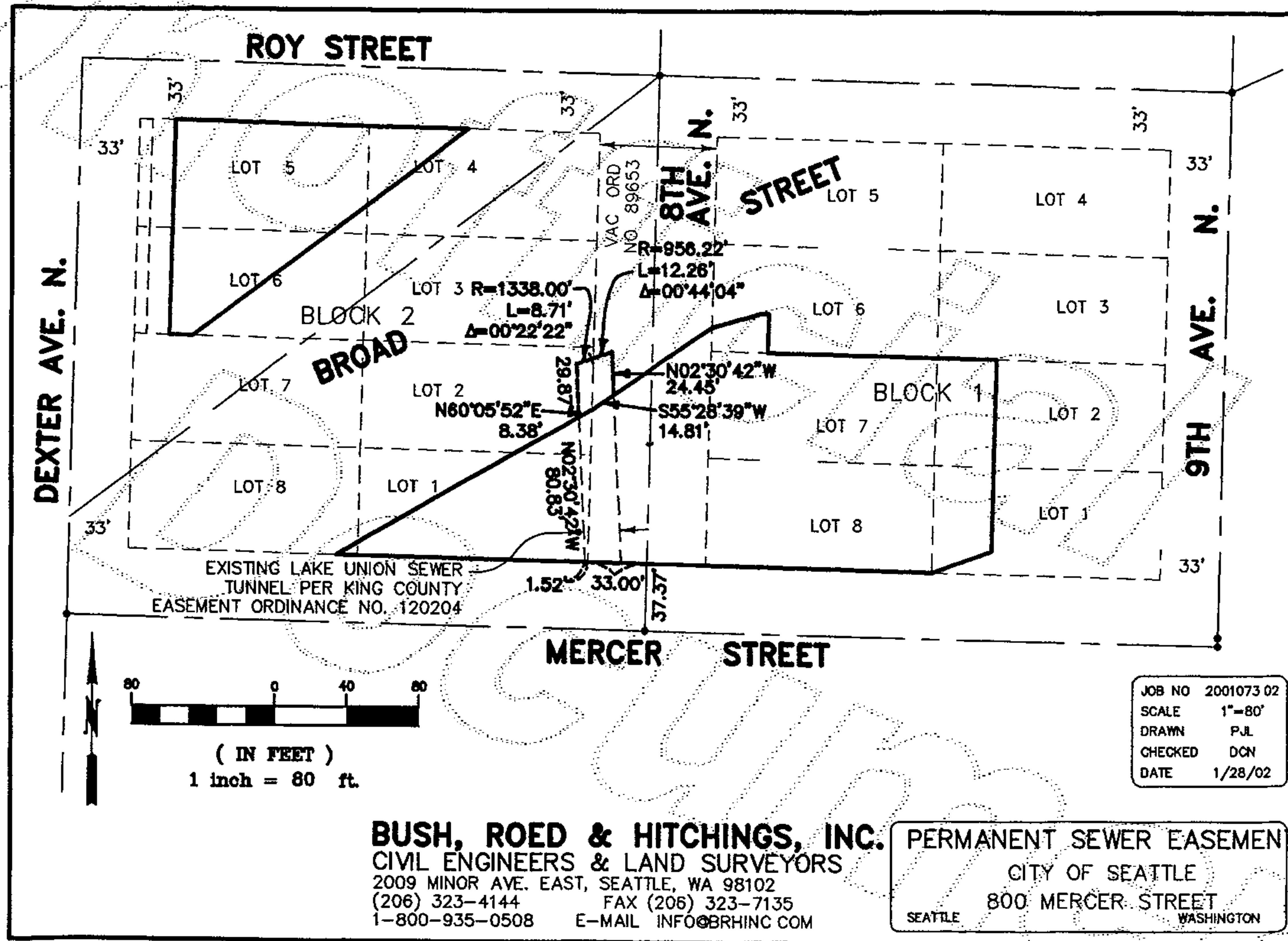
THENCE CONTINUING ALONG SAID MARGIN, SOUTH $60^{\circ}05'52''$ WEST, A DISTANCE OF 8.38 FEET TO THE POINT OF BEGINNING.

CONTAINS 548 SQUARE FEET OR 0.01 ACRES, MORE OR LESS.



CITY OF SEATTLE
800 MERCER
DARRELL C. NANCE, P.L.S.
BRH JOB NO. 2001073.02
JUNE 27, 2001
REVISED JANUARY 7, 2002
REVISED JANUARY 25, 2002
REVISED JANUARY 31, 2002

BUSH, ROED & HITCHINGS, INC.
2009 MINOR AVENUE EAST
SEATTLE, WA 98102
(206) 323-4144



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